

(B) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the "Land", and all fixtures, machinery, equipment and personal property of every nature whatsoever now or hereafter owned by the "Borrower" and located in, on, or used or intended to be used in connection with or with the operation of said "Land", buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing; and all of the right, title and interest of the "Borrower" in any such personal property or fixtures subject to a conditional sales contract, chattel mortgage or similar lien or claim together with the benefit of any deposits or payments now or hereafter made by the "Borrower" or on its behalf.

TOGETHER with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the "Borrower", and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the "Borrower" of, in and to the same, including but not limited to:

(A) All rents, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to "Borrower", however, so long as "Borrower" is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and,

(B) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. "Lender" is hereby authorized on behalf and in the name of "Borrower" to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. "Lender" may apply all such sums or any part thereof so received, after the payment of all its expenses including costs and attorney's fees, on the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the "Lender", its successors and assigns to its own proper use, benefit and behoof forever, subject however to the terms and conditions herein:

PROVIDED, HOWEVER, that these presents are upon the condition that, if the "Borrower" shall pay or cause to be paid to the "Lender" the principal and interest payable in respect to the note, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the "Borrower", and shall keep, perform and observe all and singular the covenants and promises in the note, and any renewal, extension or modification thereof, and in this mortgage expressed to be kept, performed and observed by and on the part of the "Borrower", all without fraud or delay, then this mortgage, and all the properties, interest and rights hereby granted, bargained, sold, aliened, remised, released, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, delivered, set over, warranted and confirmed, shall cease, determine and be void, but shall otherwise remain in full force and effect.

AND the "Borrower" covenants and agrees with the "Lender" that:

#### ARTICLE ONE

##### Particular Covenants of the "Borrower"

1.01 Performance of Note and Mortgage. The "Borrower" will perform, observe and comply with all provisions hereof and of the note secured hereby and will duly and punctually pay to the "Lender" the sum of money expressed in the note with interest thereon and all other sums required to be paid by the "Borrower" pursuant to the provisions of this mortgage, all without any deductions or credit for taxes or other similar charges paid by the "Borrower".

1.02 Warranty of Title. At the time of the ensembling and delivery of these presents, the "Borrower" is well seized of an indefeasible estate in fee simple in the land and real property hereby mortgaged and has good and absolute title to all existing personal property hereby mortgaged and has good right, full power and lawful authority to convey and mortgage the same in the manner and form aforesaid; that the same is free and clear of all liens, charges, and encumbrances whatsoever, including, as to the personal property and fixtures, conditional sales contracts and anything of a similar nature, and that "Borrower" shall and will warrant and forever defend the title thereto.

1.03 Monthly Tax Deposits. If required by the "Lender", the "Borrower" will pay to the "Lender" on the first day of each month together with and in addition to the regular installment of principal and interest, until the note is fully paid, an amount equal to one-twelfth (1/12) of the yearly taxes and assessments as estimated by the "Lender" to be sufficient to enable the "Lender" to pay at least thirty (30) days before they become due, all taxes, assessments, and other similar charges against the Mortgaged Property or any part thereof. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of the "Lender", and no interest shall be payable in respect thereof. Upon demand of the "Lender" the "Borrower" agrees to deliver to the "Lender" such additional moneys as are necessary to make up any deficiencies in the amounts necessary to enable the "Lender" to pay such taxes, assessments and similar charges. In the event of a default by the "Borrower" in the performance of any of the terms, covenants or conditions in the note or mortgage, the "Lender" may apply to the reduction of the sums secured hereby, in such manner as the "Lender" shall determine, any amount under this Paragraph 1.03 of Article I remaining to the "Borrower's" credit.

##### 1.04 Other Taxes, Liens and Utility Charges

(a) The "Borrower" will pay promptly, when and as due, all charges for utilities, whether public or private, and will promptly exhibit to the "Lender" receipts for the payment of, all taxes, assessments, water rates, dues, charges, fines and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon the interest of the "Lender" in the Mortgaged Property (other than any of the same for which provision has been made in Paragraph 1.03 of this Article 1), as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any state, county, municipality, borough or other taxing authority upon the "Borrower" or in respect of the Mortgaged Property or any part thereof, or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of the mortgage for any amounts secured hereby or would have priority or equality with the mortgage in distribution of the proceeds of any foreclosure sale of the Mortgaged Property, or any part thereof.

(b) The "Borrower" will not suffer any mechanic's, laborer's, statutory or other lien which might or could be prior to or equal to the lien of the mortgage to be created or to remain outstanding upon any of the Mortgaged Property.

(c) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes so as to affect adversely the "Lender", the entire balance of the principal sum secured by the mortgage and all interest accrued thereon shall without notice become due and payable forthwith at the option of the "Lender".

(d) The "Borrower" will pay when due and will not suffer to remain outstanding, any charges for utilities, whether public or private, with respect to the Mortgaged Property.